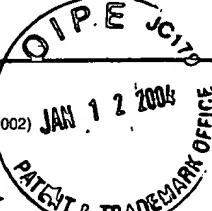


PTO-1595 (Modified)
JAN 12 2003
W. 03-01
OMB No. 0651-0027 (exp. 5/31/2002)
P02/REV03



RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Interactif Delta Production

2. Name and address of receiving party(ies):

Name: NDS Limited**RECEIVED**Internal Address: JAN 16 2004Technology Center 2600Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 8 October 2003Street Address: One London RoadStaines, Middlesex TW18 4EX, United Kingdom

City: _____ State: _____ ZIP: _____

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/888,566

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and patents involved: 1Name: L. Friedman, WELSH & KATZ, LTD.

Internal Address: _____

6. Total number of applications and patents involved: 1Street Address: 120 S. Riverside Plaza, 22nd Floor7. Total fee (37 CFR 3.41):\$ 40.00City: ChicagoState: ILZIP: 60606 Enclosed - Any excess or insufficiency should be credited or debited to deposit account Authorized to be charged to deposit account

8. Deposit account number:

23-0920

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document plus an English translation of the relevant portions of the Assignment.

L. Friedman, Reg. No. 37,135Mark16 December 2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

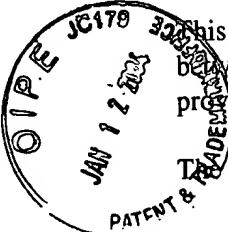
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Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

This translation has been made by the law firm ALLEN & OVERY, having its French office at 26 boulevard des Capucines, Paris, France.

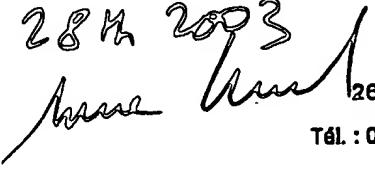

This partial translation of the French assignment agreement dated October 8th, 2003 and entered into between INTERACTIF DELTA PRODUCTION and NDS LIMITED attached hereto is limited to the provisions relating to the assignment of patent applications listed in Exhibit D.

The translator hereby certifies that he is proficient in French and English.

Date:

Nov 28th 2003

Translator:


Pierre LENOIR
ALLEN & OVERY
Edouard VII
26, boulevard des Capucines
75009 PARIS
Tél. : 01.40.06.54.00 Fax : 01.40.06.54.54
Toque : J022

ASSIGNMENT AGREEMENT OF A UNIT OF PRODUCTION
ARTICLE 622-17 OF THE COMMERCIAL CODE

BETWEEN:

THE SCP BROUARD-DAUDE,

Domiciled at 34 rue Saint Anne 75001 Paris

Acting as the Official Receiver of the Judicial Liquidation appointed to these functions pursuant to the judgement of the Commercial Court of Paris dated 24th July 2003, of
INTERACTIF DELTA PRODUCTION,

A French public limited company ("société anonyme"), with an issued share capital of 1,092,463.88 Euro,

Which registered office is at 62, Boulevard Davout - 75020 Paris

Registered on the Register of Trade and Companies of Paris under number B 385 054 598,

Hereafter, the "Assignor"

AND

NDS LIMITED,

An English company

Which registered office is at One London Road, Staines

MIDDLESEX TW 4 EX

UNITED KINGDOM

Acting through its French branch NDS LIMITED

Registered with the Register of Trade and Companies of Paris under number 438 352 502

Domiciled at 3 rue du Colonel Moll, 75017 Paris

Duly represented by Mr. Pyrros Koussios

Hereafter, the "Assignee"

[...]

THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1 - Scope of the assignment

The Assignor assigns to the Assignee, subject to the provisions of this agreement, the Research and Development unit of production, which is designated below.

1.1 Assigned intangible assets

The Assignor assigns to the Assignee the following intangible assets. It is specified that the Assignee will have to deal personally with all disputes relating to the property or the right to use and enjoy the intangible rights, which are the subject of this assignment and with all claims of ownership made by any individual or entity.

◦ The goodwill and trade name INTERACTIF DELTA PRODUCTION, also used in commerce under the sign IDP

◦ Trademarks

[...]

◦ The REGIELINE software

[...]

◦ The patents and any rights arising from the following patents applications (certificates enclosed in Exhibit D) :

Pursuant to this Agreement, the Assignor assigns to the Assignee the entire ownership of the patent applications defined hereinafter, together with all rights, titles and interests in relation to these patents applications and the invention covered by such applications. The Assignor also assigns to the Assignee all rights relating to the know-how that the Assignor has developed on the invention covered by the patent applications, as well as any right, title or interests acquired or which should be acquired on the basis of the invention or the said patents applications world-wide.

– Patent application filed at the INPI (French Intellectual Property Office) on June 27th, 2000 under number 00 08218 in relation to an interactive digital TV-network,

– European Patent application filed at the INPI on June 25th, 2001, under number EP20010947606 (01947606.8), under priority of the French application n° 00 08218, filed on June 27th, 2000,

– US Patent application filed on June 26th, 2001 under number S/N 09/888,566, under priority of the French application n° 00 08218, filed on June 27th, 2000,

- PCT Patent Application filed on June 25th 2001 and published on January 3rd, 2002 under the number WO 02/01872 A1, under priority of the French application n° 00 08218 filed on June 27th, 2000.

This assignment is complete, irrevocable and granted on an exclusive basis with regard to third parties and the Assignor world-wide.

The Assignor agrees to transfer to the Assignee as soon as possible any documents and information in relation to the patent applications and the know-how in its possession at the execution date of this agreement.

The Assignor agrees to transfer, as soon as possible, any documents and information in relation to the patents applications and know-how, which it could be communicated after the execution date of this agreement.

The Assignee reserves the right to develop its own improvements and exploit them on its own behalf.

Pursuant to this assignment, the Assignee is subrogated in all rights and obligations of the Assignor, so that from the date of execution of this assignment agreement, the Assignee can enjoy or exploit them as it wishes in the entire world, including by filing new patent applications in relation to the invention.

1.2. Assigned tangible assets

[...]

Article 3 - Ownership - Enjoyment:

Pursuant to the order of the Bankruptcy Judge ("Juge Commissaire"), the Assignee is deemed to be the owner of the tangible and intangible assets assigned under this agreement as of its execution date.

However, the Assignee has enjoyed the above tangible assets since August 25th, 2003.

The Assignee enjoys the REGIELINE Software together with its various versions up to version 2.3, as described in Article 1.1, from the date of the execution of this agreement.

This assignment provides the right for the Assignee to undertake, to take back or carry on, if the case arises, under its name, risks and benefits, as a plaintiff or defendant, any right, legal action or procedure in relation to the patent applications and the know-how, the REGIELINE Software and the trademarks, including the right to sue for any misappropriation or infringement occurring prior or after the said assignment.

[...]

Article 6 - Direct undertaking of the Assignee:

The Assignee undertakes to accomplish in due time, all formalities resulting from the present assignment, so that the Assignor, the SCP BROUARD - DAUDE as a representative, should never be troubled with or sued on this basis.

If following these formalities, oppositions from creditors of the Assignor are filed, the latter shall at its own costs obtain the withdrawal of these oppositions, within a month of the amicable denunciation which shall be made to the domicile which is below elected.

[...]

Article 13 - Registration:

The Assignor shall accomplish, as required by law, all formalities resulting from the present assignment, and notably shall publish this assignment, pursuant to Articles L.141-12 and L141-13 of the Commercial Code.

All powers are given to the bearer of an original copy of this agreement to file and accomplish all formalities, registrations, publications, filings and entries, anywhere and before any offices where it shall be necessary, notably before the national patent and trademark registers and foreign patent and trademark registers.

The Assignor undertakes to bring all necessary assistance to the Assignee to accomplish the above formalities, to execute any act or document, which could be necessary for this purpose.

[...]

Article 14 - Jurisdiction clause

This agreement is governed by French law.

The parties expressly agree that all litigation arising from this agreement relating to its enforcement or interpretation shall be brought before the Paris Commercial Court.

Paris,

On October 8th, 2003

Made in eight original copies.

(hand-written signature)

The Assignor
SCP BROUARD-DAUDE

(hand-written signature)

The Assignee
NDS LIMITED

ASSIGNMENT

WHEREAS, we, Pascal BAZIN, Jean Roger DESPATIN, Thierry GRUSZKA and Patrick LAFFITTE, hereafter referred to as "applicants", have invented certain new and useful improvements in **INTERACTIVE DIGITAL TELEVISION NETWORK**,

(a) for which an application for a United States patent was filed on _____, Application No. _____,

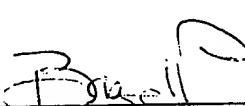
(b) for which an application for a United States patent was executed on 23 May, 2001, and

WHEREAS, INTERACTIF DELTA PRODUCTION, of 62, Boulevard Davout, 75010 Paris, France, hereinafter referred to as "assignee", is desirous of acquiring the entire right, title and interest in and to the same;

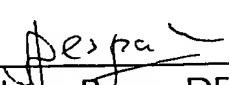
NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the receipt whereof is acknowledged, and other good and valuable consideration, applicants, by these presents, do hereby sell, assign and transfer unto said assignee the full and exclusive right to the said invention in the United States and the entire right, title and interest in and to any and all patents which may be granted therefor in the United States, for its sole use and behoof, and for the use and behoof of its legal representatives, to the full end of the term for which said patents may be granted, as fully and entirely as the same would have been held by applicants had this assignment and sale not been made.

Applicants hereby authorize and request the Commissioner of Patents and Trademarks to issue said United States patents to said assignee.

Date: 23/5/2001


Pascal BAZIN

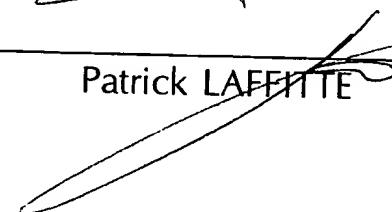
Date: 23/5/2001


Jean Roger DESPATIN

Date: 23/5/2001

Date: 23/5/2001


Thierry GRUSZKA


Patrick LAFFITTE